

1 Appointment

- 1.1 Subject to the remaining provisions of this letter, your appointment will commence on the date of this letter and shall continue unless terminated earlier by either party giving to the other three months' prior written notice.
- 1.2 Your appointment is subject to the articles of association of the Company, as amended from time to time (**Articles**). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. Under the Articles, your appointment is subject to confirmation by the shareholders at the next annual general meeting (**AGM**). The Articles also require each director being subject to re-election at intervals of not more than three years. Continuation of your appointment is contingent on your continued satisfactory performance and re-election by the shareholders as required by the Articles. If the shareholders do not confirm your appointment or re-elect you as a director in accordance with the Articles your appointment shall terminate automatically and with immediate effect.
- 1.3 Notwithstanding paragraphs 1.1 and 1.2, the Company may terminate your appointment with immediate effect if you have:
 - 1.3.1 committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory, fiduciary or common-law duties); or
 - 1.3.2 been guilty of any fraud or dishonesty or acted in any manner which, in the opinion of the Company, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company; or
 - 1.3.3 been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984; or
 - 1.3.4 been disqualified from acting as a director.
- 1.4 On termination of the appointment, you shall only be entitled to accrued fees as at the date of termination together with reimbursement of any expenses properly incurred prior to that date.

2 Time Commitment

- 2.1 Overall we anticipate that you will spend 12 to 15 days a year on work for the Company. This will include attendance at quarterly board meetings, the AGM, Board Committees, ad hoc board away day and site visit. In addition, you will be required to consider all relevant papers prior to each meeting.
- 2.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to the Company to discharge your responsibilities effectively.

You should obtain the agreement of the Chair before accepting additional commitments that might affect the time you are able to devote to your role as a non-executive director of the Company.

3 Non Executive Director - Role and Duties

3.1 As a non-executive director you shall have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:

3.1.1 provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;

3.1.2 set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and

3.1.3 set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

3.2 All directors must act in the way they consider, in good faith, would be most likely to promote the success of the company for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:

3.2.1 the likely consequences of any decision in the long term;

3.2.2 the need to foster the Company's business relationships with suppliers, customers and others;

3.2.3 the impact of the Company's operations on the community and the environment;

3.2.4 the desirability of the Company maintaining a reputation for high standards of business conduct;

3.2.5 the need to act fairly as between the members of the Company.

3.3 In your role as a non-executive director, you shall also be required to:

3.3.1 constructively challenge and contribute to the development of strategy;

3.3.2 scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

3.3.3 satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible;

3.3.4 serve on committees of the Board if nominated and attend all committee meetings;

- 3.3.5 at all times comply with the Articles and constitution of the Company;
 - 3.3.6 abide by your statutory, fiduciary or common-law duties as a director of the Company;
 - 3.3.7 diligently perform your duties and use your best endeavours to promote, protect, develop and extend the business of the Company; and
 - 3.3.8 immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the Chair.
- 3.4 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary in order to enable you to discharge your duties.

4 Fees

You shall be paid an annual fee of £16,350¹, which shall be paid monthly in arrears after deduction of any taxes and other amounts that are required by law, which shall be subject to a review by the Board. The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office.

You will also be able to benefit from Thrive's private medical insurance cover.

5 Outside Interests

It is accepted and acknowledged that you have business interests other than those of the Company. You should declare any conflicts that are apparent at present. If you become aware of any potential conflicts of interest, these should be disclosed to the Chair and company secretary as soon as you become aware of them.

6 Confidentiality

- 6.1 All information acquired during your appointment is confidential to the Company and should not be disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or two years following termination (by whatever means), without prior clearance from the Chair.
- 6.2 Nothing in this paragraph 6 shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

7 Review Process

¹ Additional fees are payable for chairing the Board and the Audit Committee.

The performance of individual directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chair as soon as you can.

8 Insurance

The Company has directors' and officers' liability insurance cover and it intends to maintain such cover for the full term of your appointment. A copy of the policy document is available from the Company Secretary.

- 8.1 The Board will ensure that there is an appropriate level of Director and Officer Insurance ("D&O Insurance") and it will be reviewed periodically by the Board.
- 8.2 The D&O Insurance will continue to provide an appropriate level of insurance to you as a past Director, post termination of your appointment for a minimum period of seven years.
- 8.3 The D&O Insurance will continue to have no deductible for European claims.

9 Data Protection

- 9.1 By signing this letter you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes and in particular to the processing of any **sensitive personal data** (General Data Protection Regulation) including, as appropriate:
 - 9.1.1 information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work; or
 - 9.1.2 your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
 - 9.1.3 information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 9.2 You consent to the Company making such information available to any of its group companies, those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which you work.
- 9.3 You also consent to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.

10 Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter. No person other than you and the Company shall have any rights under this letter and the terms of this letter shall not be enforceable by any person other than you and the Company.